

Exhibit J

Table of Interest Charges

The Daily Periodic Rate used in determining your Periodic FINANCE CHARGE on Purchases, Cash Advances and previous billing cycle Purchases for the first 6 billing cycles following the opening of your Account (the "Introductory Period"), is a fixed rate of 0.0162%, corresponding to an ANNUAL PERCENTAGE RATE of 5.9%. Following the expiration of the Introductory Period, the Daily Periodic Rate used in determining your Periodic FINANCE CHARGE on Purchases, Cash Advances and previous billing cycle Purchases will be a fixed rate of 0.0356%, corresponding to an ANNUAL PERCENTAGE RATE of 12.99%.

Cash Advance FINANCE CHARGE	2% of Cash Advance (with a minimum of \$10.00)
Transaction FINANCE CHARGE	2% of applicable transaction (with a minimum of \$10.00)
Minimum FINANCE CHARGE (If any Finance Charge is payable for a monthly billing cycle)	\$5.00
Annual Membership Fee	None
Other Interest Charges:	
Late Fee	\$20.00
Return Check Fee	\$20.00
Overlimit Fee	\$20.00
Administrative Fees:	
Duplicate of Merchant Sale Slip	\$5.00
Duplicate Copy of Monthly Billing Statement	\$5.00
Additional Credit Card (in excess of 2)	\$5.00

Your Billing Rights

Keep This Notice For Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case Of Errors Or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at First USA Bank, P.O. Box 8650, Wilmington, Delaware 19899-8650. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
 - The dollar amount of the suspected error.
 - Describe the error and explain, if you can, why you believe there is an error.
- If you need more information, describe the item you are not sure about.

Your Rights And Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the part of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and
- The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Cardmember Agreement

FIRST USA.

Member Agreement

This Agreement establishes the terms of your Cardmember Account ("Account") with (including accounts opened with us through other banks that participate in First Card/VISA program and whose name may be on the face of your Card). Please and keep it for your records. You do not need to sign this Agreement, but please the back of your Card if you have not already done so. All extensions of credit in your Account are being made by First USA Bank in Wilmington, Delaware. Any rd or Account confirms your acceptance of the terms and conditions of this

this Agreement, the words "you" and "your" refer to each person (jointly and e that one) who has applied for the Account and any other person who has amounts you owe, wherever the Card is honored ("Purchases"). You may also to obtain cash loans ("Cash Advances") from any financial institution that d. You agree to accept credits to your Account instead of cash refunds when chase was charged to your Account.

Convenience Checks" to you which may be used to access your credit line. Use ce Check will be treated as a "Purchase" in the amount of your check. Each Check will contain your Account number and may be used only by the e name(s) is/are printed on it. Each must be completed and signed by you (or in the same manner as a regular personal check. If we provide Convenience e Account, you may not use them to pay any amount you owe under your agreement or under any other credit agreement or account you may have

1. **Your Account:** You authorize us to pay and charge your Account for all Cash Advances made or obtained by you or anyone you authorize to use your nt. You promise to pay us for all of these Purchases and Cash Advances, plus arges assessed on your Account and any other charges and fees which you may e unpaid balance of your Account to exceed your credit line. We may honor Cash Advances in excess of your credit line at our sole discretion. If we do, this applies to that excess and you agree to pay the excess immediately if we d so. You agree that we may charge or cancel your credit line at any time g your obligation to pay amounts that you owe under this Agreement. We may only a portion of your credit line is available for Cash Advances. If we do and t limit, you will be considered to have exceeded your credit line for all Cardmember Agreement. For security reasons, we may limit the number or of Purchase, Cash Advance and/or Convenience Check transactions that may d with your Card or Account, and we have the right to limit authorizations to s or obtain Cash Advances if we consider it necessary to verify payments r Account.

2. **Authorized Usage:** Your credit line is shown on the folder containing your Card. ange your credit line from time to time, your latest credit line will appear on tatement. You agree not to make a Purchase or obtain a Cash Advance that e unpaid balance of your Account to exceed your credit line. We may honor Cash Advances in excess of your credit line at our sole discretion. If we do, this applies to that excess and you agree to pay the excess immediately if we d so. You agree that we may charge or cancel your credit line at any time g your obligation to pay amounts that you owe under this Agreement. We may only a portion of your credit line is available for Cash Advances. If we do and t limit, you will be considered to have exceeded your credit line for all Cardmember Agreement. For security reasons, we may limit the number or of Purchase, Cash Advance and/or Convenience Check transactions that may d with your Card or Account, and we have the right to limit authorizations to s or obtain Cash Advances if we consider it necessary to verify payments r Account.

3. **Statements:** We will send a statement at the end of each monthly billing cycle in out has a debit or credit balance of more than \$1.00 or if a Finance Charge el. Among other things, your monthly statement will show your New Balance, rge, your credit line and available credit, your Minimum Monthly Payment t Due Date.

4. **Minimum Payment:** If the New Balance shown on your monthly statement is less than Minimum Monthly Payment (due by the Payment Due Date) is your New e total of (1) 2% of the New Balance, plus (2) any amount past due, plus ct, any amount over your credit line at the time of billing. You may pay more than Monthly Payment and may at any time pay the full amount you owe us.

5. **Finance Charge:** We figure a portion of the Finance Charge on your Account, the Periodic HARGE, by applying the applicable Daily Periodic Rate for Purchases or stated in (or determined in accordance with) the Table of Interest Charges set he daily balances of Purchases and Cash Advances in your Account (including e total of (1) 2% of the New Balance, plus (2) any amount past due, plus ct, any amount over your credit line at the time of billing. You may pay more than Monthly Payment and may at any time pay the full amount you owe us.

that you will not pay a periodic Finance Charge for the current billing cycle on current or previous billing cycle Purchases if you paid in full the New Balance, if any, shown on your previous statement by the Payment Due Date shown on that statement (or if your New Balance was zero or a credit amount).

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are determined as follows (except that Purchase balances will be subject to the grace period described above):

1. **Current Cycle Purchases and Cash Advances:** To get the separate daily balances of Purchases and Cash Advances for the current billing cycle, we take the separate beginning balance of Purchases and Cash Advances in your Account each day, and separately add any new Purchases (including fees that are treated as Purchases) or new Cash Advances (including any cash advance Finance Charges) and any periodic Finance Charges calculated on the previous day's balance of Purchases or Cash Advances. We then subtract any payments or credits posted as of that day that are allocable to your Purchase balance or Cash Advance balance. This gives us the separate daily balances for Purchases and Cash Advances.

2. **Previous Cycle Purchases:** To get the daily balances of previous billing cycle Purchases, we take the beginning balance of Purchases in your Account each day of the previous billing cycle and add any new previous billing cycle Purchases (including fees that were treated as Purchases) and the amount of any periodic Finance Charge calculated on the previous day's balance of Purchases. We then subtract any payments or credits posted as of that day that were allocable to previous billing cycle Purchases. This gives us the daily balances of Purchases for the previous cycle. However, the daily balance for previous billing cycle Purchases is considered to be zero for each day of the previous billing cycle if a periodic Finance Charge was already imposed on Purchases itemized on your previous statement.

If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related periodic Finance Charges will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

If you use your Card or Account to purchase money orders, wire transfers or if you use a Convenience Check, we will charge you a one-time Transaction FINANCE CHARGE for each such Purchase or check issue in the amount stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES on Purchases, Cash Advances and previous cycle Purchases plus any Cash Advance FINANCE CHARGES and any Transaction FINANCE CHARGES, except that a Minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges will be payable if any Finance Charge is due for a monthly billing cycle.

This Agreement provides for the compounding of Finance Charges (interest).

Other Interest Charges: In addition to the Finance Charges discussed above, the following interest charges will be applicable to your Account:

Annual Membership Fee — You agree to pay us when billed each year (subject to applicable federal law) a non-refundable Annual Membership Fee in the amount set forth in the Table of Interest Charges for the privileges you have under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

Late Fee — If we do not receive a payment from you in at least the amount of your Minimum Monthly Payment by the Payment Due Date shown on your monthly statement, we may charge you a late payment fee in the amount set forth in the Table of Interest Charges. You will only be charged one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

Return Check Fee — If your bank does not honor the check you gave us to pay amounts you owe under this Agreement, or we must return a check because it is not signed or is otherwise irregular, we may charge you a return check fee in the amount set forth in the Table of Interest Charges.

Overlimit Fee — We have the right to charge an Overlimit Fee in the amount set forth in the Table of Interest Charges: (1) if your Account balance exceeds your applicable credit line at any time during a monthly cycle; or (2) if you make a Purchase or obtain a Cash Advance at a time when your Account balance is over your credit line.

Administrative Fee — If you request photocopies of sales slips or duplicate copies of monthly statements, or if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified on the Table of Interest Charges. However, if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights" on the back panel), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return check, overlimit or administrative fee will be added to your Account and treated as a Purchase.

Default/Collection Costs: Your Account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice if: (1) in any month we do not receive your Minimum Monthly Payment by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become

incapacitated; or (6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

Termination: We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning bulletins) without notice or liability. If we ask, you must return your Cards and any unused Convenience Checks to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement or your liability for all charges posted to your Account prior to the time all Cards and unused Convenience Checks issued on your Account are returned to us.

Notices: We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we can send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. We may in our discretion accept address corrections from the United States Postal Service.

Foreign Currency Transactions: Transactions in foreign currencies will be converted to U.S. Dollars and posted to your Account at the exchange rate determined by MasterCard or VISA (or their affiliates), using their then current currency conversion procedures and charges. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion, increased by the applicable conversion charge determined by MasterCard or VISA. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

Skip/Promotional Features: From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

Amendments: We can amend the terms of this Agreement at any time. We will notify you of what these amendments are. Subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in our notice to you and, unless we specify otherwise, the amended terms of this Agreement will apply to all outstanding unpaid indebtedness in your Account as well as new transactions.

Credit Information: You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants and credit reporting agencies.

Phone Calls: In the regular course of our business we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

Refusal To Honor Card: We are not responsible for refusals to honor your Card or Convenience Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

Irregular Payments And Delay In Enforcement: We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

Liability For Unauthorized Use Of Your Account: If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, by writing to us at P.O. Box 8650, Wilmington, DE 19899-8650, or verbally by calling us at (302) 594-8200 or 1-800-955-9900, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is \$50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

Assignment: We may at any time assign your Account, any sums due on your Account, this Agreement or our rights under this Agreement. The person to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

Inquiries Or Questions: You may address any inquiries or questions which you have about your Account in: First USA Bank, P.O. Box 8650, Wilmington, Delaware 19899-8650, or you may call us at 1-800-955-9900. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors (see "Your Billing Rights" on the back panel).

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Default/Collection
A term will be added for a 2% a month interest rate for seriously delinquent accounts.

OTHER CHARGES
Terms will be added to the Using Your Account, Credit Line/Authorized Usage, and Late Fee sections.

EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS FOR THE ABOVE CHANGES:
The changes summarized above will be effective the first day of your billing cycle that includes June 1, 2005, except for the Minimum Payment section which will be effective as early as the first day of your billing cycle that includes August 1, 2005. The new terms will apply to current and future balances on your Account. You may choose to reject the new terms by returning the card to the issuer and requesting a refund of the new terms. If you do not wish to accept the new terms, you must notify us in writing by May 24, 2005, that you wish to reject them. If you reject these terms, your Account will be closed to further use if it is not already closed. Please include your name, address and account number on the correspondence and mail it to: Cardmember Service, P.O. Box 15998, Wilmington, DE 19850-5998. If you give us notice that you wish to reject the new terms, we will not be required to pay any charges you have previously authorized to be made to this Account, such as recurring charges.

AMENDMENTS TO THE CARDMEMBER AGREEMENT:
In order to implement the above-described change in terms, the following change(s), as applicable, will be made to your Cardmember Agreement:

- 1. TRANSACTIONS IN FOREIGN CURRENCIES:** The following replaces the section entitled "Transactions in Foreign Currencies":
International Transactions: International transactions include any transaction that you make in a foreign currency or that you make outside of the United States of America even if it is made in U.S. dollars. If you make a transaction in a foreign currency, Visa International or MasterCard International, Inc. will convert the transaction into U.S. dollars by using its respective currency conversion procedures. The exchange rate each entry uses to convert the transaction into U.S. dollars will be the rate of exchange rates available in the worldwide currency markets for the applicable processing date (which rate may vary from the rate the respective entry/issuer receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date you used your card or account. If you wish to charge you an additional fee for processing a transaction in a foreign currency, you must notify us in writing by May 24, 2005, that you wish to reject these terms. If you reject these terms, your transaction, whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars by Visa or MasterCard, in either case, the 3% will be calculated on the U.S. dollar amount provided to us by that entity. The same process and charges may apply if any international transaction is reversed.
- 2. MINIMUM PAYMENT:** The following replaces the section entitled "Minimum Payment":
Minimum Payment: You agree to pay at least the minimum payment due, as shown on your billing statement, so that we receive it by the date and time payment is due. You may pay more than the minimum payment due, but you must pay at least the minimum payment due. If you have a balance that is subject to finance charges, the sooner you pay us, the less you will pay in finance charges because finance charges accrue on your balance each day.
Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is \$10.00 or less, your minimum payment due will be the lesser of:
\$10.00, 2% of the New Balance, or the 1% of the New Balance, total billed periodic rate finance charges, and any billed late fee and overlimit fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit line.

3. ARBITRATION: The following replaces the section entitled "ARBITRATION":
ARBITRATION AGREEMENT: PLEASE READ THIS AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT SUCH AS THAT IN WHICH YOU ARE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AGREE TO WAIVE YOUR RIGHT TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION TO BRING CLAIMS IN COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS). OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO A COURT SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION MAY BE MORE LIMITED. EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED.
Binding Arbitration: This Arbitration Agreement is made pursuant to the rules of the American Arbitration Association ("AAA") and shall be enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. § 1-16 as it may be amended. This Arbitration Agreement sets forth the circumstances and procedures under which claims (as defined below) may be resolved by arbitration instead of being litigated in court.

Parties Covered: For the purposes of this Arbitration Agreement, "we," "us," and "our" also includes our parent, subsidiaries, affiliates, agents, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we," "us," and "our" shall include any third party providing benefits, services, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs and endorsement services, credit card issuers, and others). "You" includes you, your heirs, assigns, directors, employees, agents and representatives if, and only if, such a third party is named by you as a co-defendant in any claim you assert against us.

Claims Covered: Either you or we may, without the other's consent, elect mandatory, binding arbitration of any claim, dispute or controversy by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of either you or us, arising out of or in connection with this Cardmember Agreement, any prior Cardmember Agreement, your credit card Account or the advertising, application or approval of your Account ("Claim"). This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal

theory of law such as respondent superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims regarding the application of this Arbitration Agreement or the validity of the entire or any part of this Arbitration Agreement. This Arbitration Agreement shall not apply to Claims that arose in the past, or arose in the present or the future. As used in this Arbitration Agreement, the term Claim is to be given the broadest possible meaning.

Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to such Claims advanced in the lawsuit by any party or parties.

As an exception to this Arbitration Agreement, you retain the right to pursue in a small claims court any Claim that is within that court's jurisdiction and proceeds on an individual basis. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. Neither you nor we agree to any arbitration on a class or representative basis. This Arbitration Agreement shall not be subject to joinder on such basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to an individual arbitration claim if either you or we so elect.

No arbitration will be consolidated with any other arbitration proceeding. Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by us against you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy or (2) those brought by you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us. Claims that may be joined in a lawsuit against us must choose one of the following two arbitration administrators: American Arbitration Association or National Arbitration Forum. These administrators are independent from us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the selected administrator. The arbitrator's decision is final and binding in accordance with the rules of the selected arbitration administrator and as may be provided in this Arbitration Agreement. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitration administrator within the federal judicial district in which you

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Portfolio
0405 Portfolio
Cell # : ?

Creative Pkg: Apr05BankOneRep
Mail Date: ?

Last Edit Time: 3/8/05 1:48:17 PM
Current Time: 3/8/05 1:48:21 PM
User name: sysnam6*

Page width: 13.625 in
Page height: 6.875 in
Font: ZurichBT-Roman/Condensed
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Times-Roman

Colors on this page spread:
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Important: Colors will not be listed accurately if images are missing.

Images:

applicable in arbitration portion of this section is revised to read: "The arbitrator will apply the applicable substantive law of the State of Delaware consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized at law." Also, the third sentence of the **Enforcement, finality, appeals** portion of this section is amended to read: "The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration organization."

LATE FEES

If the late fee on your account is based on a balance, we will calculate the fee using the total account balance as of the date the late fee is charged to the account, which can be as early as the payment due date. We are not changing the amount(s) of the late fee itself or the balance levels that determine which late fee amount applies. The **Late Fee** portion of your **OTHER FEES AND CHARGES/OTHER INTEREST CHARGES** section of your Agreement is amended to read:

Late Fee. If we do not receive at least the required minimum payment by the date and time it is due for any billing cycle, we may charge the late fee shown in the Rates and Fees Table/Table of Interest Charges. If the late fee is based on a balance, we calculate the late fee using the total account balance as of the date the late fee is charged to your account. The date the late fee is charged to your account is the fee transaction date, and may be as early as the payment due date for the late payment.

Any other references in your Agreement to any balance we use to calculate a Late Fee that is based on a balance, including in the Rates and Fees Table/Table of Interest Charges, is amended so that the applicable balance means "the total account balance as of the date the late fee is charged to your account."

ADV3351

INS12600

IMPORTANT NOTICE OF CHANGE IN TERMS

This Change in Terms notice contains the details of changes to your Cardmember Agreement ("Agreement"). These changes apply automatically to current and future balances on your account, and are effective immediately. However, the change affecting late fees that are based on a balance is effective with the first day of your billing cycle that includes December 20, 2007. Please note, we are not changing the amount(s) of the late fee itself.

If you were previously notified of any of the changes described in this notice and they are already in effect on your account, those terms continue to apply. Any other terms on your account not described in this notice also continue to apply.

Please read the enclosed information, and keep this notice for your records.

AMENDMENTS TO YOUR AGREEMENT

MINIMUM PAYMENT

The second paragraph of the section titled **Minimum Payment** is amended to remove overlimit fees (if applicable) from your required minimum payment. This paragraph as amended will read as follows:

Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is \$10.00 or less, your minimum payment due will be the New Balance. Otherwise, it will be the largest of the following: \$10.00; 2% of the New Balance; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit line.

For World MasterCard or Visa Signature accounts, the last line in the paragraph above reads instead as "As part of the minimum payment due, we also add any amount past due and any amount over your credit access line."

DAILY PERIODIC RATE

Your Agreement may contain a sentence in the section titled **Daily Periodic Rates and Annual Percentage Rates** or similar section, which describes how we determine the daily periodic rate used to calculate periodic finance charges. That sentence is amended to read: "To get the daily periodic rate we divide the APR by 365."

INS12600.qxp

Segment: 0907_Portfolio
Campaign: Privacy 2007
Cell #: N/A
WR #: 93477
Partner: Chase
Creative Pkg: Insert
Mail Date: n/a

User Name: Eckemrode, Stephen (Card Services)
Previous User: mls52b
Workstation: NWML121093
Date Created: 7/20/07 - 5:40 PM
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VARIABLE RATES

The following is added to the section titled **Variable Rates**, after the description of *The Wall Street Journal* Prime Rate variable rate index that is used to calculate variable interest rates on your account: "The Prime Rate is merely a pricing index. It is not the lowest or the best interest rate available to a borrower at any particular bank at any given time."

FINANCE CHARGE CALCULATION

If your Agreement had the Two-Cycle Average Daily Balance method we used to calculate finance charges on purchase balances, that method has been replaced with the Average Daily Balance Method (including New Transactions). Under the new method, we compute interest on purchase balances only for each current billing cycle. The section titled **Finance Charge Calculation** or **PERIODIC FINANCE CHARGE CALCULATION** is amended to read:

Finance Charge Calculation — Average Daily Balance Method (Including New Transactions): We calculate periodic finance charges separately for each balance associated with a different category of transactions (for example, purchases, balance transfers, balance transfer checks, cash advances, cash advance checks, overdraft advances, and each promotion). These calculations may combine different categories with the same daily periodic rates. This is how it works:

We calculate periodic finance charges for purchases, balance transfers, balance transfer checks, cash advances, cash advance checks, and overdraft advances by multiplying the daily balance for each of those categories by the daily periodic rate for each of those categories, each day. You may have overdraft advances only if you have linked this account to a checking account with one of our related banks. We calculate the periodic finance charges for purchases, balance transfers, balance transfer checks, cash advances, and cash advance checks subject to a promotional rate the same way, but we use the promotional rate.

To get the daily balance for each day for each category:

- We take the beginning balance for that day.
- We add to that balance any new transactions, fees, other charges, and debit adjustments that apply to that category. We add a new purchase, cash advance, balance transfer or overdraft advance, if applicable, to the daily balance as of the transaction date, or a later date of our choice. We add a new

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cash advance check or balance transfer check to the daily balance as of the date the cash advance check or balance transfer check is deposited by a payee, or a later date of our choice.

- We subtract from that balance any payments, credits, or credit adjustments that apply to that category, and that are credited as of that day.
- We treat a credit balance as a balance of zero.

To get the beginning balance for each category for the next day, we add the daily periodic finance charge to the daily balance. If more than one daily periodic rate could apply to a category because the rate for the category may vary based on the amount of its average daily balance, we will use the daily periodic rate that applies for the average daily balance amount at the end of the billing cycle to calculate the daily periodic finance charge each day. This agreement provides for daily compounding of finance charges.

To get the total periodic finance charge for the billing cycle, we add all of the daily periodic finance charges for each category for each day during that billing cycle. However, if any periodic finance charge is due, we will charge you at least the minimum periodic finance charge stated in the Rates and Fees Table. If it is necessary to add an additional amount to reach the minimum finance charge, we add that amount to the balance for purchases made during the billing cycle.

The total finance charge on your account for a billing cycle will be the sum of the periodic finance charges plus any transaction fee finance charges.

For each category we calculate an average daily balance (including new transactions) for the billing cycle by adding all your daily balances and dividing that amount by the number of days in the billing cycle. If you multiply the average daily balance for a category by the applicable daily periodic rate, and multiply the result by the number of days in the billing cycle, the total will equal the periodic finance charges for that balance attributable to that billing cycle, except for minor variations due to rounding.

Note that this amendment does not change the APRs in your Rates and Fees Table/Table of Interest Charges or the grace period for new purchases on your account, which remain in full force and effect.

ARBITRATION

The section titled **Arbitration Agreement** is amended to clarify the state law applied by an arbitrator, and the size of the arbitration panel for an appeal of an arbitration decision. The fifth sentence of the **Procedures and law**

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Campaign: Privacy 2007
Cell #: N/A
WR #: 93477
Partner: Chase
Creative Pkg: Insert
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ADV10606

Cardmember Agreement

AGREEMENT ACCEPTANCE AND AMENDMENTS

Acceptance: This Cardmember Agreement (the "Agreement") is effective February 22, 2010. This Agreement or any portion of it could become effective on an earlier date because of new federal law. This Agreement incorporates by reference all of the numerical rates and fees (including those set forth in your previous Rates and Fees Table as it may have been amended or superseded) that are applicable to your account ("Account") as of February 22, 2010 (or such earlier date that this Agreement or any portion of it becomes effective). Your revised Cardmember Agreement also incorporates by reference any promotional program terms set forth in your previous Rates and Fees Table. This Agreement governs your credit card Account. You promise to pay for all transactions, interest charges and fees assessed on your Account, and any past due amounts. The words "we," "us" and "our" mean Chase Bank USA, N.A., which is the issuer of your credit card and lender for your Account. The words "you," "your," and "yours" mean everyone responsible for this Account, including the person who applied for the Account and the person to whom we provide the billing statements. The word "card" means each card or other access device, such as Account numbers, that we give you to use your Account.

Amendments: We have the right to change the terms of this Agreement for any reason, and in any respect, by adding, deleting or modifying any provision, including APRs, fees, the Minimum Payment and other terms. We can add a new provision without regard to whether the provision deals with a matter already addressed by this Agreement.

In certain circumstances, we are required by law to notify you of changes to the terms of this Agreement, and in other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that.

In some circumstances, APRs or other aspects of your Account may change even though the terms of the Account do not change, for example when the Prime Rate changes or the Penalty APR becomes applicable. See the Penalty APR section about our right to increase APRs on outstanding balances and/or future transactions for events of default including late payment.

USING YOUR ACCOUNT

Your Account is to be used only for personal, family or household purposes. You promise that you will not allow your Account to be used for Internet gambling, and you will not use it for any unlawful purposes or transactions, including check kiting.

Authorized Users: If you let anyone use your Account, that person is an authorized user. You may request another card for each authorized user. If you do, this Account may appear on the authorized user's credit report. You are responsible for all use of your Account including charges by authorized users. You must tell us if you want to stop an authorized user from using your Account. If you do, we may close the Account and issue a new card(s) with a different Account number. It is your responsibility to get any cards, checks or any other means of access to your Account from the authorized user and destroy them or return them to us upon request.

Billing Cycles/Statements: Your Account will have time periods called "billing cycles" or "billing periods." Each billing cycle is about one month in length. We will provide a billing statement each month one is required by applicable law.

Credit Line: We also call this a credit limit. We will assign a credit line to your Account. Your statement will show the amount of your credit line as of the date of the statement. If your Account goes overlimit, you must repay the overlimit amount when it is billed on your monthly billing statement, or sooner if we ask you to. We may, but are not obliged to, allow your Account to go over its credit line. We may change or cancel your credit line without telling you ahead of time. If we do, it will not excuse you from your obligations to pay us. We may restrict the extent to which your credit line can be used for different types of transactions (for example, purchases, balance transfers and/or cash advances) such as by limiting the dollar amount or number of or time period available for any such transactions, and we may completely prohibit use of your credit line for particular types of transactions.

Lost or Stolen Cards, Checks or Account Numbers: If you lose or someone steals your card or any other means to access your Account, or if you think someone has used your Account without your permission, you must tell us immediately. Call the Cardmember Service telephone number on your card or billing statement. Do not use your Account after you notify us. We may end your credit privileges and close your Account if we consider it appropriate. You agree to provide us information to help us find out what happened.

TYPES OF TRANSACTIONS AND AUTHORIZATIONS

Purchases: You may use your card to pay for goods or services.

Balance Transfers: In our discretion, we may allow you to transfer balances from other accounts or loans from other credit card companies, other lenders or other balance transfers we may allow, using balance transfer checks we provide or our website, or by calling us to make the transfer on your behalf. Those uses are "balance transfers". You are not authorized to transfer balances to this Account from other accounts or loans with us or any of our related companies. If you request a balance transfer but do not have enough available credit, we may transfer only a part of the requested amount.

Cash Advances: You may use your card to get cash from automatic teller machines or from banks that accept the card, or by using cash advance checks we may provide. Also, we will treat as cash advances any balance transfer checks made payable to cash, you or other payees we disclose to you. All the following uses of your Account will be treated as "cash advances": purchasing travelers checks, foreign currency, money orders, wire transfers or similar cash-like transactions; purchasing lottery tickets, casino gaming chips, race track wagers or similar betting transactions; and making a payment using a third party service.

Types of Checks/Refusal to Pay Checks: Each balance transfer check or cash advance check you write is your request for funds. We may also call them a check or an access check. The check must be signed by the person whose name is printed on it. When we receive an access check for payment, we may review your Account to decide whether to pay that check. We have the right not to pay a check for any reason, including but not limited to the following examples:

- We or one of our related companies is the payee on the check.
- The check is post-dated. If a post-dated check is paid, resulting in another check being returned or not paid, we are not responsible.
- You have used the check after the date specified on it.
- You are in default (including exceeding your credit line) or would be if we paid the check.

Overdraft Advances: You may link this Account to cover overdrafts on a checking account with one of our related banks. The terms of this Agreement and your checking account agreement will apply.

Promotions: We may make special offers for you to use your Account. If we do, we will tell you how those offers will work and how long they will last. Any special offer is subject to the terms of this Agreement, unless we explain otherwise in the offer.

Refusal to Authorize Transactions: We may decline any transaction on your Account for any of the following reasons:

- operational matters,
- your Account is in default (including exceeding your credit line),
- suspected fraudulent or unlawful activity, or
- any other reason we choose.

We are not responsible for any losses if a transaction on your Account is declined for any reason, either by us or a third party.

PAYMENTS

Minimum Payment: You must make your Minimum Payment in a way that we receive it by the time and date it is due. You may make payments greater than your required Minimum Payment. This will reduce the interest charges that are added to your Account.

Your Minimum Payment will ordinarily be the largest of:

- $\$[VAR2]$ (or total amount you owe if less than $\$[VAR2]$); or
- $\{VAR3\}\%$ of the New Balance; or
- the sum of 1% of the New Balance, the periodic interest charges and late fees we have billed you on the statement for which your Minimum Payment is calculated.

As part of the Minimum Payment, we will also add any amount past due and we reserve the right to add any amounts in excess of your credit line. Even if the Minimum Payment does not include amounts in excess of your credit line, you must pay such amounts when billed on your monthly statement or sooner if we ask you to.

Except for Blueprint payment plans that may be offered to you, if you have agreed to the terms of a promotional financing transaction with a specific fixed payment, that amount will be added to and become part of your required Minimum Payment.

Payment Instructions: You agree to pay us amounts you owe in U.S. dollars. You must use a check, money order or electronic debit drawn on a US bank or a foreign bank branch in the U.S. We will not accept cash payments through the mail. When we receive or apply a payment, we might not restore your available credit by that amount for up to 15 days.

For mailed payments, your billing statement and the envelope it comes in give you instructions about how, when and where to make your payments. You must follow these instructions. Your payment will not be credited to your Account before we receive it at the address we specify for receipt of payments and in accordance with the payment instructions.

If you make a payment marked as paid in full or indicate that it is to pay all amounts you owe us, you must send that payment to the special address on the back of your statement. That address is called the "Conditional Payments" address. We may accept a conditional payment and not agree that it pays all amounts you owe on your Account. Also, we may return a conditional payment to you and you will still owe us the amount of the payment or any other amounts owed on your Account.

You authorize us to collect any payment check either electronically or by draft. We can collect your payment checks electronically by sending the check number, check amount, account and routing numbers to your bank. Or we can collect these checks by sending a draft drawn on your bank account. Funds may be taken from your bank account on the same day we receive your payment. We will not keep your original check, just a copy of it.

You may use our optional services to make payments electronically through our website, our automated telephone service or our Customer Service advisors, or using our Autopay feature. We will provide the terms for these payment services before you use them.

Payment Crediting/Allocation: We will apply payments equal to or less than the required Minimum Payment amount and any credits to balances on your Account in a way that is most favorable to or convenient to us. Generally, and except as required by law, we will credit payments over the required Minimum Payment to balances with the highest APR first. We will then credit payments to lower rate balances in descending order of APRs. The manner in which we apply any payment to your Account balances may affect the amount of any payment applied to introductory or promotional financing balances. This may also affect the amount of any payment to be made under a Blueprint payment plan that may be offered to you.

Credit Balances: You may request a refund of any credit balance at any time. Otherwise, we will apply it to any new charges on your Account or provide the refund to you as required by law.

Automatic Charges: You may allow others to automatically charge repeat transactions to your Account. You will be responsible for making new arrangements to make those payments if they are stopped for any reason such as:

- your Account is closed or suspended, or
- your Account number changes.

PERIODIC INTEREST CHARGES

Daily Interest Rates and Annual Percentage Rates: To get the daily interest rate we divide the APR by 365. APRs are either introductory, promotional, standard or Penalty APRs.

Periodic Interest Charge Calculation—Daily Balance Method (including current transactions): We figure periodic interest charges for each billing cycle.

- We begin with each existing balance for each type of transaction (for example, purchases, balance transfers, cash advances, overdraft advances, and each promotion). We may combine different transaction types with the same daily interest rates.
- We figure the "daily balance" for each transaction type. We take the beginning balance for each day. We add any periodic interest charge from the prior day's daily balance. This results in daily compounding of interest charges. We then add any new transactions or other debits (including fees and unpaid interest charges), and subtract any payments or credits. We treat any net credit balance as a zero balance. This gives us the daily balances for each type of transaction.
- We figure the periodic interest charges on your Account by multiplying the daily interest rate by the "daily balance" of your Account for each transaction type, each day in the billing cycle.
- The total periodic interest charges for the billing cycle are the sum of the daily periodic interest charges for each transaction type for each day during that billing cycle. If any periodic interest charge is due, we will charge you at least the minimum interest charge, plus any other finance charges (for example, transaction fees).

We add a new purchase, cash advance, balance transfer or overdraft advance, if applicable, to the daily balance on the date of the transaction, or a later date of our choice. We add a new cash advance check or balance transfer check to the daily balance on the date the payee deposits the check or a later date of our choice. We add fees either on the date of a related transaction, the date they are posted to your Account, or the last day of the billing cycle, whichever we may choose.

For each transaction type we calculate a Balance Subject to Interest Rate for the billing cycle by adding all your daily balances and dividing that amount by the number of days in the billing cycle. We may use mathematical formulas that produce equivalent results to calculate the Balance Subject to Interest Rate, periodic interest charges and related amounts.

Paying Interest: We begin assessing periodic interest charges on a transaction, fee, or interest charge from the date it is added to your daily balance as described in this Agreement until your Account is paid in full. Your due date will be a minimum of 21 days following the close of each billing cycle. You can avoid periodic interest charges on new purchases when they are first billed to a statement, as described below, but not on cash advances, balance transfers or overdraft advances.

If you receive a current monthly statement that includes new purchases, and then make a payment that we receive by the date and time the Minimum Payment is due for that statement, we will not charge periodic interest on any portion of the new purchases on that statement that we allocate such payment to, so long as your current statement also shows that we received payment of the ending balance for your previous month's statement by the date and time its Minimum Payment was due or that the ending balance for your previous month's statement was zero. If you have a balance other than a purchase balance and the other balance carries a higher periodic interest rate, you may not be able to avoid periodic interest charges on new purchases if you do not pay your balance in full each month, because we generally allocate payments first to the balance with the highest periodic interest rate.

Penalty APR: The Penalty APR will be applicable to your Account if you:

- fail to make any Minimum Payment by the date and time due (late payment);
- exceed your credit line;
- make a payment to us that is returned unpaid; or
- do any of the above on another account or loan you have with us or any of our related companies.

Before we apply the Penalty APR on any type of transaction or balance, we will provide you any notice required by law in advance that tells you which future transactions and/or outstanding balances are subject to the Penalty APR and when the APRs will increase. If we do not increase your APRs to the Penalty APR when any of these events occur, we reserve our right to increase your APRs to the Penalty APR if any of these events occur in the future.

If your APRs are increased on any type of transaction for any of the reasons above, the Penalty APR will be applicable indefinitely to future transactions of that type that occur more than 14 days after we provide you notice about the APR increase.

If we do not receive any Minimum Payment within 60 days of the date and time due, the Penalty APR will be applicable to all outstanding balances and future transactions on your Account. However, if we receive six consecutive Minimum Payments by the date and time due beginning with the first payment due after the effective date of the increase, we will stop applying the Penalty APR to transactions that occurred prior to or within 14 days after we provided you notice about the APR increase. For balances that we stop applying the Penalty APR to, we will apply APRs that would have applied at that date if the Penalty APR had never been applicable.

See the Amendments section about our rights to increase APRs and make other changes to your Account for any reason.

Variable Rates: When you have an APR that varies with changes to the Prime Rate, we calculate the APR by adding a margin to the Prime Rate published in *The Wall Street Journal* two business days before the Closing Date shown on your billing statement. The "Prime Rate" is the highest (U.S.) Prime Rate published in the Money Rates section of *The Wall Street Journal*. A "business day" is any day that is not a weekend or federal holiday. The APR will change if the Prime Rate changes. The new rate will be applied as of the first day of your billing cycle during which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher Minimum Payment. The Prime Rate is simply a pricing index and is not the lowest interest rate available. If *The Wall Street Journal* stops publishing the Prime Rate, we will select a similar reference rate.

OTHER FEES AND CHARGES

We may charge the following fees. Transaction fees are added to the related balance for the type of transaction. All other fees are added to the balance for purchases.

Annual Membership Fee: If your Account has an annual fee or similar charge, it will be billed each year or in installments whether or not you use your Account, and you agree to pay it when billed. The annual fee is non-refundable unless you notify us that you wish to close your Account within 30 days of our providing the statement on which the annual fee is billed and at the same time, you pay your outstanding balance in full. Your payment of the annual fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, we will continue to charge the annual fee until you pay your outstanding balance in full and terminate your Account relationship.

Foreign Transactions/Fees: A Foreign Transaction fee is a fee which will be applied to transactions that take place outside of the United States, even if the currency used is U.S. Dollars. If a transaction is in a foreign currency, Visa International or MasterCard International will convert the transaction into U.S. dollars by using their own currency conversion procedures. The exchange rate will be determined in one of two ways. Either the rate will come from the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the card association receives) or a government-mandated rate in effect on that date. The exchange rate used may differ from the rate on the date of your transaction.

We may charge a Foreign Transaction fee that is a percentage of the U.S. Dollar amount of any foreign transaction as provided to us from Visa or MasterCard. These Foreign Transaction fees are finance charges. The same process and charges will apply again if any Foreign Transaction is reversed.

Late Fee: We may charge a late fee if we do not receive at least the required Minimum Payment for any billing cycle by the date and time it is due. If the amount of the late fee is based on a balance, we will use the total Account balance

at the end of the day that the late fee is charged to calculate the fee. This date may be as early as the due date for the late payment.

Minimum Interest Charge: We may charge no less than the minimum interest charge if any periodic interest charge is due for a billing cycle.

Overlimit Fee: If you agree to allow us to charge overlimit fees, we may charge such a fee to the extent allowed by law when your Account goes overlimit. We may charge this fee even though your balance is over the credit line because of a transaction we allowed. You have the right to withdraw your consent to our charging the overlimit fee at any time. If you do so, we will stop charging you the fee.

Return Check Fee: We may charge a return check fee if:

- we stop payment on a cash advance check or balance transfer check at your request, or
- we refuse to pay a cash advance check or balance transfer check.

Return Payment Fee: We may charge a return payment fee if:

- your payment check or other type of payment is not honored,
- an automatic debit or other electronic payment is returned unpaid, or
- you did not sign your payment check or it cannot be processed.

Service Fees: We may charge fees if you request a copy of a billing statement, sales draft or other record of your Account, or if you request two or more cards or any special services (for example, obtaining cards on an expedited basis). However, we will not charge fees for copies of documents requested for a billing dispute. Service fees may change from time to time. We will inform you of the fee in effect prior to when the applicable service is provided.

Transaction Fees for Balance Transfers and Cash Advances: We may charge you transaction fees for balance transfers and cash advances. These transaction fees are finance charges and are added to the balance for the applicable category of balance transfers or cash advances as of the date of that transaction.

DEFAULT/COLLECTION

Your Account may be in a default if any of the following applies:

- we do not receive at least the Minimum Payment by the date and time due as shown on your billing statement.
- you exceed your credit line.
- you fail to comply with the terms of this Agreement or any other agreement with us or one of our related companies.
- we obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time.
- you file for bankruptcy.
- you become incapacitated or die.

If your Account is in default, we may close your Account without notice and require you to pay your unpaid balance immediately. To the extent permitted by law, if you are in default because you have failed to pay us, you will pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this Agreement.

CLOSING/SUSPENDING YOUR ACCOUNT

You may close your Account at any time. We may require you to provide a closure request in writing. Except as required by applicable law, we may close your Account or suspend your credit privileges or any feature on your Account at any time for any reason, including Account inactivity, without notice. If we close your Account or suspend your credit privileges or any feature, we will not be liable to you for any consequences that result. If you or we close your Account, you and any authorized users must stop using your Account immediately and destroy all cards, checks or other means to access your Account or return them to us upon request. You will continue to be responsible for charges to your Account according to the terms of this Agreement.

CREDIT INFORMATION

We may review your credit history by obtaining information from credit reporting agencies and others. We may report information about you and your Account to credit reporting agencies. If you request additional cards on your Account for others, we may report Account information in your name as well as in the names of those other people. If you think we have reported information to a credit reporting agency that is not correct, you may write to us using the Cardmember Service address listed on your billing statement. Please include your name,

address, Account number, telephone number and a brief description of the problem and a copy of the credit reporting agency report if you have it. We will investigate the matter. If our investigation shows that you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone.

COMMUNICATIONS/CHANGE OF INFORMATION

We can provide cards, billing statements and other communications to you at any mailing address or email address shown in our records. If you change your contact information such as any mailing address, telephone number or email address, you must notify us immediately in writing at the address shown on your billing statement. Telephone numbers you provide include those you give us and/or those we obtain from caller ID processes. We may obtain telephone number, mailing address and e-mail address information from you or third parties, and we may accept mailing address corrections from the United States Postal Service.

If more than one person is responsible for this Account, we can provide billing statements and communications to any of you. Notice to one of you will be considered notice to all of you. You all will remain obligated on the Account. You agree to pay any fee(s) or charge(s) for incoming communications from us, and/or outgoing communications to us, without reimbursement from us.

You authorize us, or anyone acting on our behalf, to call or send a text message to any number you provide or to any number where we reasonably believe we can contact you. These include calls to mobile, cellular, or similar devices, and calls using automatic telephone dialing systems and/or prerecorded messages. We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your Account; collecting on your Account; and providing you information about products and services.

TELEPHONE MONITORING AND RECORDING

We and our agents may listen to and record your telephone calls with us. You agree that we and our agents may do so, whether you or we initiate the telephone call.

ENFORCING THIS AGREEMENT

We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. If any of the terms of this Agreement are found to be unenforceable, all other terms will remain in full force.

ASSIGNMENT

We may assign your Account, any amounts you owe us, or any of our rights and obligations under this Agreement to a third party. The assignee will be entitled to any of our rights that we assign to that person.

GOVERNING LAW

THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF DELAWARE, WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

FOR INFORMATION

Please call the Cardmember Service telephone number on your card or billing statement if you have any questions about your Account or this Agreement.

YOUR BILLING RIGHTS: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us on a separate sheet at the Cardmember Service address shown on your billing statement.

In your letter, give us the following information:

- **Account information:** Your name and Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing on a separate sheet at the Cardmember Service address shown on your billing statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

The following describes separate terms for Blueprint payment plans we may offer you, and are not part of your Cardmember Agreement.

PAYMENT OFFER — FINISH ITSM AND SPLITSM

This Section explains our Finish It and Split plans, which apply if offered to you and you accept it.

Finish It lets you select a portion of your balance. Split lets you select a specific purchase. For both, you can establish payments to pay off ahead of your regular schedule. We call both these features your Plan.

The amount of the payments you establish under your "Plan Payment" will be shown on your monthly statement. It is separate from your required Minimum Payment.

Your Plan Payment will be included in your "Blueprint Payment". This will also be shown on your monthly statement. The Blueprint Payment also includes your required Minimum Payment amount. The actual required Minimum Payment will be shown on your monthly statement. Making your full Blueprint Payment will satisfy your required Minimum Payment.

These Plans are optional features of your Account. You must make your required Minimum Payment by its due date. However, not making your Blueprint Payment will not put your Account in default. If you do not pay enough to satisfy at least your required Minimum Payment, your Account will be in default. Then, we may take any of the actions explained in this Agreement.

Interest Charges associated with your Plan Balance(s) will be figured the same way as those for the category of balance from which you selected your Plan Balance(s).

Even if you make your required Minimum Payment, we will remove your Plan from your Account if you do not make at least half of your Plan Payment (a) for 3 months in a row or (b) for any 3 months in a rolling 6 month period. Also, if you ask us to, we will remove the Plan from your Account. If your Account is in default, the Plan may be removed from your Account.

If a Plan is removed from your Account, your Plan Balances(s) will move to the category of balances from which you selected your Plan Balance(s). They will be treated as those balances for all purposes.

If there are balances on your Account with a higher Annual Percentage Rate than your Plan Balances, generally we will credit payments over the required Minimum Payment to balances with the highest rates first. We will then credit lower rate balances in descending order of the value of those rates. This may affect the amount of any payment to be made to Plan Balance(s).

PAYMENT OFFER — FULL PAYSM

This Section explains our Full Pay plan, which applies if it is offered to you and you accept it.

The Full Pay feature lets you select one or more types of Purchases to be separated out on your monthly statement. You can pay these in full every month. The total of the types of purchases you pick is called your Full Pay Balance.

The amount of the Full Pay Balance is totaled at the end of each billing cycle. It is separate from your required Minimum Payment.

The Full Pay Balance amount will be included in your "Blueprint Payment". This will also be shown on your monthly statement. The Blueprint Payment also includes your required Minimum Payment amount. The actual required Minimum Payment on your Account will continue to be shown on your monthly statement. Making your full Blueprint Payment will satisfy your required Minimum Payment.

If you do not pay enough to satisfy your Blueprint Payment by its due date, interest on the unpaid Full Pay Balance will be charged. This interest will start on the 1st day of the billing cycle in which you did not make your payment. As long as you make your regular required Minimum Payment by its due date, not making your Blueprint Payment will not put your Account in default.

Interest Charges are not calculated on your Full Pay Balance as long as you are active in the Blueprint plan and pay your Blueprint Payment in full by your payment due date.

If you do not pay your full Blueprint Payment by your payment due date for 3 months in a row, we may remove the Plan from your Account. Also, if you ask us to, we will remove the Plan from your Account. If your Account is in default for any of the reasons stated in this Agreement, we may remove the Plan from your Account.

If a Plan is removed from your Account, the unpaid Full Pay Balance will be treated the same as Purchases. We will apply the Purchase APR interest rate on the unpaid Full Pay Balance beginning the 1st day of the cycle in which the Plan was removed.

Generally, we will credit payments over the required Minimum Payment for your Account to balances with the highest rates first. We will then credit lower rate balances in descending order of the value of those rates. This may affect the amount of any payment to be applied to Full Pay Balance(s).

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ADV3778.qxp 7/3/08 11:24 AM Page 1

IMPORTANT NOTICE OF CHANGE IN TERMS EFFECTIVE WITH YOUR OCTOBER 2008 STATEMENT

This Change in Terms notice contains the details of upcoming changes to your Cardmember Agreement. Please see below for the Summary of Changes and your right not to accept the change to your APRs. Any promotional APRs are not affected by the APR changes in this Notice provided you continue to meet the terms of the promotional offer. For example, late payment(s) may cause the loss of your promotional APR.

Summary of Changes:

- Your Overdraft Advance APR will be changed to a variable rate, current 18.99%. This change only applies to overdraft advances on your Chase checking account, if applicable.
- Your Default APR will be changed to a variable rate with a maximum APR of 29.99%.

Right to Opt Out: You can opt out (not accept the changes in your APRs).

If you decide not to accept the changes to your APRs:

- We must receive a letter by September 21, 2008 telling us that you do not wish to accept the changes to your APRs. Your name, address, account number and mail to: Cardmember Service, P.O. Box 15098, Wilmington, DE 19850-5098.

What it means if you choose not to accept the APR changes:

- The APR changes will not apply.
- Your account will be closed and your card will no longer be available for use.
- If you have overdraft protection linked to your Chase checking account, you will no longer have coverage once your credit card account is closed.
- Any miles or rewards points you have earned may be forfeited.

However, please note:

- Regardless of whether or not you accept the APR change, we may send you other notices in the future to amend your account terms. Please read the enclosed information, and keep this notice for your records.

ADV3778.qxp
Segment: Portfolio
Campaign: 2888_Pending
Call # N/A
APR # 10379
Partner: August 08-01
Creative Pkg: Fee Standardization
Mail Date: na

User Name: Inessa, Max O. Card
Screen Name: Inessa, Max O.
Previous User: null
Current Time: 7/3/08 - 11:26 AM
Last Saved: 7/3/08 - 11:26 AM
Document Size: 2.57 MB
PRINTS: 8 Hewlett-Packard, Hewlett-Packard
Trusted: 10/10/08, Zurich BfGn BT,
Zurich BfGn BT, Zurich Co BT
CHANGES: Risk, FPD, Next Notes

NOTES:

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ADV3778

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08/08

ADV3778.4X2 7/3/08 11:24 AM Page 2

Continued from previous panel

AMENDMENTS TO YOUR AGREEMENT

This change will be effective the first day of your billing cycle that includes October 1, 2008. It will apply to current and future balances on your account. If you were previously notified of any of the changes described in this notice and they are already in effect on your account, those terms will continue to apply. Any other terms on your account not described in this notice also continue to apply.

The following change will apply unless you choose not to accept it:
ANNUAL PERCENTAGE RATE (APR). The APR(s) below amend your Rates and Fees Table table of Interest Charges.

Overdraft Interest APR Current APR: 26.99% Variable Rate: The Prime Rate* plus 15.99%
Default APR The Prime Rate* plus up to 26.99%, with a maximum of 26.99% (0.08216% daily periodic rate). This rate is currently the maximum rate.

*Estimated variable APRs above are based on the 5.00% Prime Rate on June 15, 2008. The Prime Rate is the highest (US) Prime Rate published in the Wall Street Journal Eastern Edition. The Wall Street Journal is the source of the Prime Rate for the purposes of this agreement. These changes to your APRs do not affect any higher APRs currently in effect on your account.

If you have any questions about these amendments, please contact us at the number provided on your billing statement.

ADV3778.qxd
Segment: Portfolio
Campaign: 0808_Portfolio
Call # N/A
WR # 103779
Partner: August 08-CH
Creative Pkg: Fee Standardization
Mail Date: na
User Name: Imerso, Max D (Claud
Shives)
Previous User: n/a
Contract Time: 7/08 - 11:26 AM
Last Saved: 7/08 - 11:26 AM
Document Size: 337 KB
FNNIS: B Harvard Biol, Harvard
Zellen Bio Contr, Zurich BioCtr BI, Zurich
Cell, Zurich Cell BT
ADRES:
Syst_Loop_ABL_Recycle4.az @ 50%
COLORS: Black, PPT best files
NOTES:

This notice informs you of changes to your agreement. Please keep it with your original agreement.

Chase Bank USA, N.A.
August 2008



Sample A. Sample
1234 Main Street
Any Town, USA 00000

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

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Card Center

LE: Your Award ending in 2007

Dear Cardmember:

As your credit card company, we value your business. It is important to us that we provide you with timely information regarding your credit card account.

periodically, we may change various terms and conditions associated with your account. We share this information with you in the form of a Change in Terms disclosure. The Change in Terms disclosure below advises you of upcoming changes that will be effective the first day of your billing cycle that includes 1/1/2014. We hope that you like the time to review the information carefully. If you wish to reject these terms, please see instructions in the section immediately following the summary of Changes below. Please keep this notice with your

and member Agreement for future reference.

SUMMARY OF CHANGES

The changes to your Co-Investor Agreement will take effect on the first day of your billing cycle that includes May 1, 2004. We have summarized below some of the changes. For complete details about all changes, please read the entire amendment.

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Journal of Internal Medicine 260: 379–386

Annual Percentage Rate(s)
Late Payment APRs:
Late fees in arrears are monthly levied. The prime rate plus 1.00% with a minimum of

| | |
|---|--|
| 19.99% (19.97% to 19.99%) on all balances. | |
| Cash Advance FINANCE CHARGE | 10% of Cash Advance (with a maximum of \$10.00) |
| ATM Cash Advance | 10% of Cash Advance (with a maximum of \$10.00) |
| All Other Cash Advances | 10% applicable to negative cash advances of \$5.00 and a maximum of \$50.00 |
| Transaction FINANCE CHARGE | 10% of applicable transactions (with a maximum of \$5.00 and a maximum of \$50.00) |
| Balance Transfer and Convenience Check FINANCE CHARGE | |

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EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS FOR THE

DEBIT CHARGES: There will be a charge assessed for each day of your "bouncing" a check. If you're charged \$10 a day, and you have a \$100 check that bounces, you will pay \$110. The more money you apply to your account, the less you'll pay. If you're charged \$10 a day, and you have a \$100 check that bounces, you will pay \$110. The more money you apply to your account, the less you'll pay. If you're charged \$10 a day, and you have a \$100 check that bounces, you will pay \$110. The more money you apply to your account, the less you'll pay.

AMENDMENTS TO THE CARDMEMBER AGREEMENT:

CONCLUSIONS

FINANCE CHARGES AND FEES:
If not so already, the following Finance Charge and Fees will replace those currently listed in the Table of Interest Charges:

[illegible]

2. FINANCE CHARGES FOR LATE PAYMENT: The following applies to the

[illegible]

calculated each month on the first business day of the month. On that date,

[illegible]

OBLIGATIONS ON YOUR ACCOUNT: The law requires under the sec-

can include "Obligations On Your Account" is replaced with the following new paragraph:

Extended Obligation: You agree that we are authorized to allow on your payment account a balance that is more favorable to us than the actual balance on your account and ending in a year that is more favorable to us than the actual year. For example, you authorize us to notify your parents and credit card holders twice each year. We may also use your account information to help you obtain credit. We may also use your APNs (such as introductions and promotional APNs) before, during or after your APN. This means the length of a promotional period will vary based on the amount of your monthly payments and APNs on other balances on your account.

MINIMUM ELEMENT: The following replaces the section entitled "Minimum Movable Element":

Minimum Payment: You agree to pay at least the Minimum Monthly Payment, as shown on your billing statement, so that we receive it by the due date. The minimum payment is always at least 1% of the outstanding balance and may pay the full amount you owe us at any time. If you have a balance that is subject to finance charges, the amount you pay us, the less you will pay in finance charges because finance charges are on your balance each day.

IMPORTANT NOTICE REGARDING CHANGES TO YOUR ACCOUNT

We are sending you this notice to let you know that we will be making some changes to your credit card account. These changes will be effective as described below.

Here's a summary of the changes that will apply automatically, effective with receipt of this notice:

- (A) We reserve the right to decline any standard APR balance transfer transactions (including balance transfer checks) on your account.
- (B) We may place limits on or stop your ability to make cash advances and balance transfers on this account.
- (C) We are clarifying the different ways in which we may contact you and the reasons why.
- (D) We are also clarifying our rights to suspend your credit privileges or stop features on your account, at our discretion.

Here's a summary of the changes that will apply automatically, effective with your August 2009 statement.

- (E) We are changing the balance transfer and cash advance transaction fees to 5% of each balance transfer or cash advance transaction (minimum \$10) unless we specify a lower fee that is made available to you.
- (F) We are changing the minimum finance charge to \$1.50 if any periodic finance charge is payable for a billing cycle.

Here's a summary of the changes that you have a choice whether or not to accept. If accepted, they are effective with your August 2009 statement.

- (G) Any balance transfer check made payable to cash, to you, or to individuals or businesses that we will notify you about, may be assessed cash advance interest rates and fees.
- (H) Your Default APR on this account may be applied for any default such as late payments on other accounts or loans with us or one of our related companies.

If you accept these changes, there is no need to contact us. The changes will take effect with your August 2009 Statement.

If you do not want to accept the changes, please call or write us a letter advising us that you do not want to accept the changes. We'll need to receive this call or letter no later than July 22, 2009. Please be sure to include your name, address and account number and send the letter to: Cardmember Service, P.O. Box 15098, Wilmington, DE 19850-5098.

Please note that, if you choose not to accept the changes:

- You'll still be responsible for any outstanding balances on your account.
- Your card will no longer be available for use for new activity, including purchases, as the account will be closed.
- Any rewards points or miles you have earned may be forfeited unless you call us to redeem before your account is closed.

If you have any questions regarding these changes, please contact us by calling the number on the back of your card.

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- (H) **DEFAULT RATES.** The Default Rates section of your Agreement is amended to add the following reason to impose the default APR on your account:

- You are in default under any other agreement for any other account or loan with us or any of our related companies, such as you fail to make a payment when due.

If you have any questions about these amendments, please call us at the number on the back of your card or write us at Cardmember Service, P.O. Box 15098, Wilmington, DE 19850-5098.

This notice informs you of changes to your agreement. Please keep it with your original agreement.

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The following changes will apply automatically (if not already in effect on your account), and are effective the first day of your billing cycle that includes August 1, 2009:

(E, F) BALANCE TRANSFER AND CASH ADVANCE FEES, MINIMUM PERIODIC FINANCE CHARGE.

The fees and finance charge below amend your Rates and Fees Table. All other fees continue to apply.

Balance Transfer/Balance Transfer Check Fee --

Finance Charge

5% of transaction (minimum fee of \$10.00), or such lesser fee we may disclose.

Cash Advance / Cash Advance Check Fee --

Finance Charge

5% of transaction (minimum fee of \$10.00), or such lesser fee we may disclose.

Minimum Periodic Finance Charge \$1.50

(If any periodic finance charge is payable for a billing cycle)

The following changes will apply unless you choose not to accept them, and are effective the first day of your billing cycle that includes August 1, 2009:

(G) BALANCE TRANSFER CHECKS ASSESSED CASH ADVANCE RATES AND FEES.

The portion of the Using Your Account section of your Agreement that describes checks that access your account is amended. We are adding a new sentence at the end, and this sentence is the only change you may choose to accept or not within this section. The revised section will read as follows:

- **Checks:** We may in our sole discretion provide you with cash advance checks or balance transfer checks as a way to use your account. We also refer to them in this agreement as a check or checks. You may use a check to pay for goods or services, to transfer balances to your account, or for other uses we allow. But you may not use these checks to transfer balances to this account from other accounts or loans with us or any of our related companies. Only the person whose name is printed on the check may sign the check. Cash advance checks are treated as cash advances and balance transfer checks are treated as balance transfers except as noted in this agreement or any offer we make to you. Any balance transfer checks made payable to cash, to you, or to certain persons or businesses as we will disclose to you, may, in our sole discretion, be assessed cash advance interest rates and fees.

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Last Save Date: 1/28/2009 10:09 AM
User Name: Brown, Bob J (Card Services)

Station Name: WMLL24117

Job Info

Segment: Portfolio

Campaign: June 09 CIT 3 panel

Cell: None

WR #: 110880

Partner: n/a

RPC: None

Creative: CF05481

Format ID:

Component: STI-S05282

Spec ID:

Mail Date: n/a

Document Size:

Trim Width: 10.375"

Trim Height: 6.875"

Fold Position: 3.5", 7"

Folded Size: 3.5" x 6.875"

Fonts & Images

Fonts:

Zurich BT (Roman, Condensed, Bold)

Condensed, Helvetica (Bold)

Images:

None

Inks:

Black

FPO Tech Notes

Notes:

10651000

If more than one person is responsible for this account, we can send billing statements and communications to any of you. Notice to one of you will be considered notice to all of you and all of you will remain obligated on the account. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us, and/or outgoing communications to us, without reimbursement from us.

You authorize us, or anyone acting on our behalf, to call or send a text message to any number you provide or to any number where we reasonably believe we can contact you, including calls to mobile, cellular, or similar devices, and calls using automatic telephone dialing systems and/or prerecorded messages, or to send an email to any address where we reasonably believe we can contact you. Calls and messages may be made for any lawful purpose, including but not limited to: suspected fraud or identity theft; obtaining information; your account transactions or servicing; collecting on your account; and providing you information about products and services.

(D) CLOSING AND SUSPENSION. The "Closing Your Account" section is renamed and amended to clarify our rights to suspend credit privileges or features on your account and the reasons we may close your account.

CLOSING/SUSPENDING YOUR ACCOUNT. You may close your account at any time. If you call us to close your account, we may require that you confirm your request in writing. Except as required by applicable law, and without prior notice, we may close your account or suspend your credit

privileges or any feature on your account at any time for any reason, including account inactivity. If we close your account or suspend your credit privileges or any feature, we will not be liable to you for any consequences resulting from any such action. If you or we close your account, you and any authorized users must immediately stop using your account and destroy all cards, checks or other means to access your account or return them to us upon request. You will continue to be responsible for charges to your account, even if they are made or processed after your account is closed and you will be required to pay the outstanding balance on your account according to the terms of this agreement. In addition, to the extent allowed by law, we may require you to pay the outstanding balance immediately or at any time after your account is closed.

any time. However, if you have asked us not to do so, we will not increase your credit line. A change to your credit line will not affect your obligation to pay us.

REFUSAL TO PAY CHECKS. The portion of the Refusal to Pay Checks section of your Agreement that describes a refusal to pay a check for exceeding your credit line or portions of your credit line is amended to read as follows:

• Your credit line, cash advance portion of your credit line, balance transfer portion of your credit line, or other limit we put on your transactions has been exceeded or would be exceeded if we paid the check.

BALANCE TRANSFERS. Portions of your Agreement describing balance transfers and balance transfer/cash advance transaction fees are amended as follows:

Balance Transfers: We may in our sole discretion permit you to transfer balances from other accounts or loans with other credit card issuers or other lenders to this account, or other balance transfers we may allow. But you may not transfer balances to this account from other accounts or loans with us or any of our related companies. If a portion of a requested balance transfer will exceed your available credit line for balance transfers, we may process a partial balance transfer up to your available credit line for balance transfers.

Transaction Fees for Balance Transfers: We may charge you a balance transfer fee in the amount stated in the Rates and Fees table for balance transfer checks and balance transfers, or such lower amount disclosed with the checks we may provide

you, in any promotional offer, or at the time of the transaction. These transaction fees are **finance charges**. We add the fee to the balance for the related category as of the transaction date of the balance transfer. For example, a transaction fee for a balance transfer would be added to your balance transfer balance.

(C) NOTICES. The "Notices/Change of Personal Information" section of your Agreement is renamed and amended to clarify the manner in which we communicate with you, as follows:

COMMUNICATIONS/CHANGE OF INFORMATION. We will send cards, billing statements and other communications to you at any address shown in our files. If you change your name, address, or any other contact information such as any telephone number or email address, you must notify us immediately in writing at the address shown on your billing statement. Numbers and addresses you provide include those you give us and/or those from which you contact us. We may, at our option, accept mailing address corrections from the United States Postal Service and obtain telephone number, mailing address and e-mail address information from third parties.

Following are details about the amendments to the terms of your Cardmember Agreement. Please read all of the information and keep this notice for your records.

AMENDMENTS TO THE AGREEMENT:

These changes will be effective as described below. They will apply to **current and future balances** on your account. If you were previously notified of any of the changes described in this notice and they are already in effect on your account, those terms will continue to apply. Any other terms on your account not described in this notice also continue to apply. Whether or not you accept the changes that you can decide to accept or not, we may send you other notices in the future regarding changes to your account terms.

The following changes will apply automatically (if not already in effect on your account), and are effective immediately:

(A) BALANCE TRANSFER TRANSACTIONS. We are suspending making or honoring any balance transfer transactions (including balance transfer checks) at the standard APR for such transactions disclosed in the **Rates and Fees Table** of your Agreement. We may in our sole discretion make balance transfer offers to you or allow balance transfer transactions on your account in the future.

(B) CREDIT LINE. Your Credit Line section of your Agreement is amended to provide that we may limit cash advance and/or balance transfer transactions (e.g. to a portion of your credit line), and will read as follows:

Credit Line: Your credit line appears on your billing statements. We may also refer to the credit line as a credit limit. We may limit or terminate your ability to make cash advances and balance transfers. We may, for example, limit cash advances and/or balance transfers to a portion of your credit line, and limit the dollar amount or number of, or time period available for, cash advances and/or balance transfers. Unless we notify you, cash advances, including cash advance checks, are charged against the cash advance portion of your credit line; balance transfers, including balance transfer checks, are charged against the balance transfer portion of your credit line, and all other transactions are charged against your credit line. You are responsible for keeping track of your account balance, including any fees and finance charges, and making sure it remains below your credit line. If your account balance is over your credit line for any reason, we may charge you an overlimit fee as described in this agreement. We may, but are not required to, authorize charges that go over your credit line. You must pay any amount over your credit line, and you must pay us immediately if we ask you to. This agreement applies to any balance on your account, including any balance over your credit line. At our discretion, we may increase, reduce, or cancel your credit line, or the balance transfer portion or cash advance portion of your credit line, at

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- 6. TRANSACTIONS IN FOREIGN CURRENCIES:** The following replaces the section entitled "Transactions in Foreign Currencies":
- Transactions in Foreign Currencies:** If you make a transaction in a foreign currency, Visa USA Inc. or MasterCard International, Inc. will convert the transaction into U.S. dollars by using its respective currency conversion procedures in effect on the date it processes the transaction. Currently, each of them uses either a wholesale market rate or a government-mandated rate and adds one percent to that rate. We then add two percent to the figure provided to us. If either Visa USA or MasterCard International ceases adding one percent to the wholesale or government-mandated conversion rate, we will add three percent to the figure provided to us by that entity. The rate in effect on the processing date may differ from the rate on the date you used your card or Account. The same process will be used if a transaction must be converted back into a foreign currency such as for a reversal.
- 7. CLOSING YOUR ACCOUNT:** The following replaces the section entitled "Closing Your Account":
- Closing Your Account:** You may close your Account at any time. If you call us to close your Account, we may require that you confirm your request in writing.
- We may close your Account at any time or suspend your credit privileges at any time for any reason without prior notice except as required by applicable law. If we close your Account, we will not be liable to you for any consequences resulting from closing your account or suspending your credit privileges.
- If you or we close your Account, you and any authorized users must immediately stop using your Account and destroy all cards, Convenience Checks or other means to access your Account or return them to us upon request. You will continue to be responsible for charges to your Account, even if they are made or processed after your Account is closed and you will be required to pay the outstanding balance on your Account according to the terms of this Agreement. In addition, to the extent allowed by law, we may require you to pay the outstanding balance immediately and charge the default rate if we do not receive payment within the time we specify.
- 8. CREDIT LINE/AUTHORIZED USAGE:** The following replaces the section entitled "Credit Line/Authorized Usage":
- Credit Line/Authorized Usage:** Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make any transaction on your Account that would cause the unpaid balance of your Account to exceed your credit line. We may honor charges in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of transactions that we may be accompanied with your Card or Account, and we have the right to limit authorizations to make transactions with your Card or Account if we consider it necessary to verify payments received on your Account.

- 9. PERIODIC STATEMENTS:** The following is added at the end of the section entitled "Periodic Statements":
- Your monthly statement will also show payment instructions and information about how we may process payment checks electronically.
- 10. REFUSAL TO PAY CONVENIENCE CHECKS:** The following replaces the section entitled "Refusal to Pay Convenience Checks":
- Refusal to Pay Convenience Checks and Cash Advance Checks:** Convenience Checks and Cash Advance Checks are collectively called "Check" in this section. Each Check you write is your request for funds. When we receive your Check for payment, we may review your Account to decide whether to authorize that Check. We may, but are not required to, reject and return unpaid a Check for any reason, including the following examples:
- We or one of our related companies is the payee on the Check.
 - Your credit line has been exceeded, or would be exceeded if we paid the Check.
 - The Check is post-dated. If a post-dated Check is paid, resulting in another Check being returned or not paid, we are not responsible.
 - You have used the Check after the date specified on the Check.
 - You are in default or would be if we paid the Check.
- 11. DEFAULT/COLLECTION:** The following replaces the last sentence of the section entitled "Default/Collection":
- To the extent permitted by law, if you are in default because you have failed to pay us, you will pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this agreement.
- 12. IRREGULAR PAYMENTS AND DELAY IN ENFORCEMENT:** The following replaces the section entitled "Irregular Payments and Delay in Enforcement":
- Irregular Payments and Delay in Enforcement:** Any payment check or other form of payment which you send to us for less than the full balance that is marked "paid in full" or with a similar notation or that you otherwise tender in full satisfaction of a disputed amount (conditional payments), must be sent to us at the conditional payments address listed on your monthly statement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a transaction on your Account in excess of your maximum credit line does not obligate us to do so again.
- 13. RETURN CONVENIENCE CHECK FEE:** The following replaces the section entitled "Return Convenience Check Fee":
- Return Convenience Check and Cash Advance Check Fee:** This fee applies to any returned Convenience Check or Cash Advance Check, which are collectively called "Check" in this section. If we (a) stop payment on a Check at your request or (b) return a Check unpaid because it exceeds your available credit at the time it is processed, your Account is closed or otherwise does not have charge privileges, or your Account is past due, we may charge you a Return Check Fee in the amount stated in the table of Interest Charges.

If you have questions about these changes, you can call us at the number on the back of your card.

This notice informs you of changes to your Cardmember Agreement. Please keep it with your original Cardmember Agreement.

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**IMPORTANT NOTICE FOR FIRST USA
CREDIT CARD CUSTOMERS ABOUT CHANGES TO
YOUR FIRST USA CARDMEMBER AGREEMENT—
PLEASE READ AND RETAIN FOR YOUR RECORDS**

Dear Cardmember:

As your credit card company, we value your business. It is important to us that we provide you with timely information regarding your credit card account.

Periodically, we may change various terms and conditions associated with your account. We share this information with you in the form of a Change in Terms disclosure. The Change in Terms disclosure below advises of upcoming changes that will be effective the first day of your billing cycle that includes January 1, 2005. We hope that you take the time to review this information carefully. Please keep this notice with your Cardmember Agreement for future reference.

SUMMARY OF CHANGES:

The changes to your Cardmember Agreement will take effect on the first day of your billing cycle that includes January 1, 2005. We have summarized below some of these changes. For complete details about all changes, please read the entire Amendment. The terms described in this Notice that are already in effect on your account will continue to apply.

Using Your Account:

Convenience Checks also may be called "Balance Transfer Checks". We also may give you "Cash Advance Checks" as another type of Cash Advance. Cash Advance Checks will have the same rates and fees as other Cash Advances.

RATE AND FEE CHANGES

Annual Percentage Rate(s):

Default Rate: Up to the Prime Rate plus 23.99% on all balances (28.74% as of 10/26/04)
If you fail to comply with certain terms of your account described under the **Default Rate** section in the amendments to your Cardmember Agreement included with this notice, the default rate takes effect as of the first day of the billing cycle in which that default occurs.

Cash Advance FINANCE CHARGE

3% of transaction (with a minimum of \$10.00)

Balance Transfer and Convenience Check (Balance Transfer Check) Transaction FINANCE CHARGE

3% of transaction (with a minimum of \$5.00 and a maximum of \$75.00)

Late Fees:

\$15.00 if the New Balance is up to but not including \$250.00
\$39.00 if the New Balance is \$250.00 and over
However, if the default rate is in effect on a monthly statement, we may charge a late fee of \$39.00 regardless of the amount of your Balance. "Balance" means the Previous Balance on the statement that shows the late fee.

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Other Interest Charges:

The Return Convenience Check Fee now will be called the Return Convenience Check (Balance Transfer Check) and Cash Advance Fee, because Convenience Checks also are called Balance Transfer Checks and we also may issue Cash Advance Checks.

Grace Period for repayment of purchase balances
If not so already, at least 20 days, but none for Balance Transfers or Convenience Checks (Balance Transfer Checks) that post on or after the first day of your billing cycle that includes January 1, 2005.

Transactions in Foreign Currencies
The amount that we may add to transactions in foreign currencies will be changed to 3% in the circumstances described under the section **Transactions in Foreign Currencies** in the amendments to your Cardmember Agreement included with this notice.

Closing Your Account
The Closing Your Account section also is changing.

OTHER CHANGES

The Periodic Finance Charge Calculation, Credit Line/Authorized Usage, Periodic Statements, Refusal to Pay Convenience Checks, Default, Collection, Irregular Payments And Delay in Enforcement, and Return Convenience Check Fee sections also are changing.

EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS FOR THE ABOVE CHANGES(S):

The changes summarized above will be effective the first day of your billing cycle that includes January 1, 2005. The new terms will apply to current and future balances on your Account. You have the right to reject the new terms stated in this notice, except for the **OTHER CHANGES** listed above. If you wish to reject these terms and close your account, you must notify us in writing by December 27, 2004, that you wish to reject them. Please include your name, address and account number on the correspondence and mail it to: Cardmember Service, P.O. Box 15098, Wilmington, DE 19850-5098. If you give us notice that you wish to reject these terms, you may not make any more charges to your Account. You will, however, be entitled to pay off any existing outstanding balance on your Account under your current terms. Even if you send us the notice, if you use your card or Account on or after January 1, 2005, you will be deemed to have accepted the new terms and those terms will be applied to you as if you had not sent us any notice. (If you send us the notice, please make alternate arrangements to pay any charges you have previously authorized to be made to this Account, such as recurring charges.)

AMENDMENTS TO THE CARDMEMBER AGREEMENT:

In order to implement the above-described change in terms, the following change(s), as applicable, will be made to your Cardmember Agreement:

1. **USING YOUR ACCOUNT:** The following replaces the section entitled "Using Your Account":

Using Your Account: You may use your Card or Account to purchase or lease goods or services, or pay amounts you owe, wherever the Card is honored ("Purchases"). You may use your Account to transfer balances from other accounts ("Balance Transfers"). You may also use the Card to obtain cash loans at Automated Teller Machines, or from

financial institutions accepting the Card; or to obtain travelers checks, foreign currency, money orders, wire transfers or similar cash-like charges; or to obtain lottery tickets, casino gaming chips, race track wagers or for similar betting transactions; or use Cash Advance Checks that we issue (collectively called "Cash Advances"). You may also use a third party service to make a payment on your behalf and bill the payment to this Account. You agree to accept credits to your Account instead of cash rebates when the original Purchase was charged to your Account. We may issue "Convenience Checks" (which also may be called "Balance Transfer Checks") to you that may be used to access your credit line. Any Balance Transfer Checks are subject to the terms for Convenience Checks in this Agreement. All checks that access your Account will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on them. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. You may not use Convenience Checks or Cash Advance Checks, nor may you transfer a balance to pay any amount you owe to us, or any of our related banks, under your Cardmember Agreement or under any other credit agreement or account you may have with us.

2. TABLE OF INTEREST CHARGES:
A. FINANCE CHARGES AND FEES:
If not so already, the following Finance Charges and Fees will replace those currently listed in the **Table of Interest Charges**:

Cash Advance Finance Charge
3% of transaction (with a minimum of \$10.00 and no maximum)
Balance Transfer and Convenience Check (Balance Transfer Check) Transaction Finance Charge
3% of transaction (with a minimum of \$5.00 and a maximum of \$15.00)

Late Fees:
\$15.00 if the New Balance is up to but not including \$250.00
\$39.00 if the New Balance is \$250.00 and over
However, if the default rate is in effect on a monthly statement, we may charge a late fee of \$39.00 regardless of the amount of your Balance. "Balance" means the Previous Balance on the statement that shows the late fee.

Other Interest Charges:

The Return Convenience Check Fee now will be called the Return Convenience Check (Balance Transfer Check) and Cash Advance Fee, because Convenience Checks also are called Balance Transfer Checks and we also may issue Cash Advance Checks.

3. **DEFAULT RATE:** The following replaces any provisions in your Cardmember Agreement or any subsequent amendments regarding "FINANCE CHARGES for Late Payment", "Default Rate", or "Closed Account Rate":

Default Rate: Your APFs also may vary if you are in default under this Agreement or any other agreement you have with us or any of our related companies for any of the following reasons:

- We do not receive, for any payment that is owed on this Account or any other account or loan with us, at least the minimum payment due by the date and time due.
- You exceed your credit line on this Account.
- You fail to make a payment to another creditor when due.
- You make a payment to us that is not honored by your bank.

- To the extent allowed by law, if, at any time after your Account is closed, we demand immediate payment of your outstanding balance and we do not receive payment within the time we specify.

If any of these events occurs, we may increase the APFs (including any introductory or promotional APR) on all balances (including existing balances) up to a default rate of the Prime Rate plus 23.99%. The default rate will be calculated as described in the section of your Cardmember Agreement or any subsequent amendments entitled "Variable Rates".

On 10/26/04, the Prime Rate was 4.75%. Using that Prime Rate as an example, the Daily Periodic Rate for a default rate of 1/365 of the Prime Rate plus 23.99% would equal 0.07874% and the corresponding **ANNUAL PERCENTAGE RATE** would equal 28.74%.

We may consider the following factors to determine your default rate, the length of time your Account has been open; the existence, seriousness and timing of defaults on your Account; other indications of your Account usage and performance; information about your other relationships with us or any of our related companies; and information we obtain from consumer credit reports obtained from credit bureaus. The default rate will take effect as of the first day of the billing cycle in which the default occurs, and will apply to purchase balances from the previous billing cycle for which periodic finance charges have not been already billed.

If we decide not to increase your APR even though there is a default or if we do not increase your APR up to the maximum default rate stated above, we reserve our right to increase your APR in the event of any future default. We may in our discretion determine to charge reduced default rates or reinstate standard rates for all or selected balances on your Account.

4. **PERIODIC FINANCE CHARGE CALCULATION:** The following amends parts of the section entitled "Periodic Finance Charge Calculation", and all other parts remain in effect:

The sentence in this section that describes when transactions are added to the daily balance for each feature on your Account is replaced with the following:

Transactions are added as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks and Cash Advance Checks are added as of the date accepted by the payee).

Also, the following is added at the end of this section:
To get the Daily Periodic Rates we divide the APR by 365, and in effect always round up at the fifth place to the right of the decimal point.

5. **GRACE PERIOD:** The following replaces the section entitled "Grace Period":

Grace Period: Periodic FINANCE CHARGES are added to your balance from the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that they are charged on Convenience Checks and Cash Advance Checks from the day the check is accepted by the payee). They continue to be added until the day we receive payment in full. However, we do not charge **Periodic FINANCE CHARGES** on new Purchases if you pay your full New Balance by the Payment Due Date and your Previous Balance was zero or a credit balance. There is no grace period for Cash Advances, Convenience Checks, and Balance Transfers.

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IMPORTANT NOTICE OF CHANGE IN TERMS

This Change in Terms notice contains the details of upcoming changes to your Cardmember Agreement ("agreement"). These changes will be effective the first day of your billing cycle that includes **January 1, 2007**. They will apply to current and future balances on your account.

Please read this notice carefully. If you have questions about it, please contact us at the number on the back of your card.

Summary of Changes:

- In calculating finance charges, the date when transactions are added to your daily balances and begin to accrue periodic finance charges will be as early as the transaction date

The change described in this notice will apply to your account automatically. If you were previously notified of the change described in this notice and it is already in effect on your account, it will continue to apply. Any other terms on your account not described in this notice also continue to apply.

Again, please read the enclosed information, and keep this notice for your records.

AMENDMENTS TO YOUR AGREEMENT

Please note that some terms in your agreement or any amendment may appear with initial capital letters or all lower case letters. Such terms have the same meaning. For example, "Account" means the same as "account". **If you have any questions about these amendments, please call us at the number on the back of your card.**

The following changes will apply automatically:

FINANCE CHARGE CALCULATION. The "Periodic Finance Charge Calculation" or "Finance Charge Calculation" section of your Agreement is amended to replace, in the portion that explains how we calculate the daily balance for each transaction category or feature, the sentence(s) that describes when new transactions are added to the daily balances and begin to accrue finance charges. The revised terms are as follows:

We add a new purchase, cash advance, balance transfer or overdraft advance, if applicable, to the daily balance as of the transaction date, or a later date of our choice. We add a new cash advance check or balance transfer check to the daily balance as of the date the cash advance check or balance transfer check is deposited by a payee, or a later date of our choice.

GRACE PERIOD. The "Grace Period" or "Grace Period and Accrual of Finance Charges" section of your Agreement is amended to replace the sentence that describes when periodic finance charges begin to accrue on transactions, fees and other finances charges. The revised sentence is as follows:

We accrue periodic finance charges on a transaction, fee, or finance charge from the date it is added to your daily balance until payment in full is received on your account.

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If any of these events occurs, we may increase the APRs (including any promotional APR) on all balances (excluding overdraft advances) up to a maximum of the default rate stated in the Rates and Fees Table. We may consider the following factors to determine your default rate: the length of time your account has been open, the existence, seriousness and timing of the defaults on your account; other indications of your account usage and performance; information about your other relationships with us or any of our related companies; and information we obtain from consumer credit reports obtained from credit bureaus. The default rate will take effect as of the first day of the billing cycle in which the default occurs, and will apply to purchase balances from the previous billing cycle for which periodic finance charges have not been already billed.

If we decide not to increase your APR even though there is a default or if we do not increase your APR up to the maximum default rate stated in the Rates and Fees Table, we reserve our right to increase your APR in the event of any future default. We may in our discretion determine to charge reduced default rates or reinstate standard rates for all or selected balances on your account.

3. NOTICES/CHANGE OF PERSONAL INFORMATION:

The following replaces the section titled "Notices/Change Of Personal Information" or "Notices":

NOTICES/CHANGE OF PERSONAL INFORMATION:

We will send cards, billing statements and other notices to you at the address shown in our files. Or, if this is a joint account, we can send billing statements and notices to any joint account holder. Notice to one of you will be considered notice to all of you and all of you will remain obligated on the account.

If you change your name, address, or home, cellular or business telephone number or email address (if you elect to receive billing statements or other notices online), you must notify us immediately in writing at the address shown on your billing statement. We may, at our option, accept mailing address corrections from the United States Postal Service. We may contact you about your account, including for customer service or collection, at any address or telephone number as well as any cellular telephone number you provide us.

If you have questions about these changes, you can call us at the number on the back of your card.

This notice informs you of changes to your agreement. Please keep it with your original agreement.

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Important Notice For Credit Card Customers About Changes To Your Cardmember Agreement ("agreement")—Please Read And Retain For Your Records

Dear Cardmember:

As your credit card company, we value your business. It is important to us that we provide you with timely information regarding your credit card account.

Periodically, we may change various terms and conditions associated with your account. We share this information with you in the form of a Change in Terms disclosure. **The Change in Terms disclosure below advises of upcoming changes that will be effective the first day of your billing cycle that includes March 1, 2006.** We hope that you take the time to review this information carefully. Please keep this notice with your agreement for future reference.

Thank you for the opportunity to serve your credit needs. We look forward to serving those needs in the future.

SUMMARY OF CHANGES:

We have summarized below some of the changes to your agreement. For complete details about all changes, please read the entire Amendment. **If you were previously notified of any of the terms described in this Notice and they are already in effect on your account, those terms will continue to apply. Any other terms on your account not described in this Notice also continue to apply.** Note that some terms in your agreement or any amendment may appear with initial capital letters or all lower case letters. Such terms have the same meaning. For example, "Account" means the same as "account".

RATE AND FEE CHANGES

The following **Annual Percentage Rate(s)** will be changed as described in the Amendments portion of this Notice:

- **Default Rate**

The following **Fee(s)** will be changed as described in the Amendments portion of this Notice:

- **Cash Advance/Cash Advance Check Fee – Finance Charge (no maximum fee)**
- **Balance Transfer/Balance Transfer Check Fee – Finance Charge (no maximum fee)**
- **Minimum Periodic Finance Charge**
- **Late Fee**
- **Overlimit Fee**
- **Return Payment Fee**
- **Return Check Fee**

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DEFAULT RATE SECTION

The "Default Rate" section described in the Amendments portion of this Notice replaces any terms in your agreement for "FINANCE CHARGES for Late Payment", "Closed Account Rate", or "Default Rate". This section provides that the default rate will be imposed for certain events of default, and it will take effect on your account as of the first day of the billing cycle in which the default occurs.

OTHER CHANGES

The "Notices/Change Of Personal Information" section in this Notice clarifies the ways we communicate with you about your account.

EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS FOR THE CHANGES IDENTIFIED BELOW:

The changes summarized above will be effective the first day of your billing cycle that includes March 1, 2006. The new terms will apply to current and future balances on your account. You have the right to reject only the new terms regarding the **Default Rate APR (Annual Percentage Rate)** and the **Default Rate** section stated in this Notice, and not any of the fee changes or **Other Changes** in this Notice. If you wish to reject these terms, you must notify us in writing by February 20, 2006, that you wish to reject them. If you wish to reject them, your account will be closed to further use. The change in the **Default Rate APR** and **Default Rate** section are the only changes in this Notice that do not apply if your account is already closed. Please include your name, address and account number on the correspondence and mail it to: Cardmember Service, P.O. Box 15098, Wilmington, DE 19850-5098. If you give us notice that you wish to reject these terms, you may not make any more charges to your account. You will, however, be entitled to pay off any outstanding balances on your account in accordance with your applicable account terms. Even if you send us the notice, if you use your Card or account on or after March 1, 2006, you will be deemed to have accepted the new terms and those terms will be applied to you as if you had not sent us any notice. If you send us the notice, please make alternate arrangements to pay any charges you have previously authorized to be made to this account, such as recurring charges.)

AMENDMENTS TO THE AGREEMENT:

In order to implement the above-described change in terms, the following changes, as applicable, will be made to your agreement:

1. TABLE OF INTEREST CHARGES/RATES AND FEES TABLE:

The section of the agreement titled "Table of Interest Charges" now will be titled "Rates and Fees Table". Also, the provisions in your agreement or any subsequent amendments that describe APRs in sections titled "FINANCE CHARGES for Late Payment", "Default Rate", or "Closed Account Rate" will now appear as part of the "Rates and Fees Table", and are replaced with the **Default APR** below.

A. ANNUAL PERCENTAGE RATES: The following replaces the description of the APRs in the "Table of Interest Charges" or "Rates

and Fees Table":

Rates (APR means Annual Percentage Rate)

Default APR

The Prime Rate* plus up to 23.99%, currently 30.99% (0.09490% daily periodic rate).

*Estimated variable APRs above are based on the 7.00% Prime Rate on November 22, 2005.

These changes to your APRs do not affect any higher default APRs currently applicable to your account.

B. FINANCE CHARGES AND FEES:

The following Finance Charges and Fees will replace those currently listed in the "Table of Interest Charges" or "Rates and Fees Table".

Fees and Finance Charges

Cash Advance/Cash Advance Check Fee -- **Finance Charge**

3% of transaction (minimum fee of \$10.00)

Balance Transfer/Balance Transfer Check Fee -- **Finance Charge**

3% of transaction (minimum fee of \$5.00)

Minimum Periodic **Finance Charge** \$1.00

(If any periodic finance charge is payable for a billing cycle)

Late Fees:

\$15.00 if the balance is up to, but not including \$100.00;

\$29.00 if the balance is \$100.00 up to, but not including \$250.00;

\$39.00 if the balance is \$250.00 and over

Overlimit Fee \$39.00

Return Payment Fee \$39.00

Return Check Fee \$39.00

2. FINANCE CHARGES:

The "Default Rate" section below replaces any provisions in your agreement or any subsequent amendments regarding "FINANCE CHARGES for Late Payment", "Default Rate", or "Closed Account Rate".

Default Rates: Your APRs also may vary if you are in default under this agreement for any of the following reasons:

- We do not receive, for any payment that is owed on this account or any other account or loan with us, at least the minimum payment due by the date and time due.
- You fail to make a payment on any loan to any of our related companies when due.
- You exceed your credit line on this account.
- You make a payment to us that is not honored by your bank.
- To the extent allowed by law, if, at any time after your account is closed, we demand immediate payment of your outstanding balance and we do not receive payment within the time we specify.

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Washington, DC 20050-5298

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IMPORTANT NOTICE FOR BANK ONE CREDIT CARD CUSTOMERS ABOUT CHANGES TO YOUR BANK ONE CARDMEMBER AGREEMENT— PLEASE READ AND RETAIN FOR YOUR RECORDS

RE: Your Account ending in: #9999

Dear Cardmember:

As your credit card company, it is important to us that we provide you with timely information regarding your credit card account.

Periodically, we may change various terms and conditions associated with your account. We share this information with you in the form of a Change in Terms disclosure. The Change in Terms disclosure below advises of upcoming changes that will be effective on January 9, 2003. We hope that you take a moment to review this information. Please keep this letter with your Cardmember Agreement for future reference.

Thank you for the opportunity to serve your credit needs. We look forward to serving those needs in the future.

SUMMARY OF CHANGES

If not in effect already, the following change(s) to your Account listed in the box below will take effect on January 9, 2003.

| | |
|---|---------|
| Annual Percentage Rate(s):
Purchase APR: 24.99% fixed
Cash Advance APR: 24.99% fixed
Late fee: \$18.00
First two consecutive monthly payments: 26.99% fixed on all balances | |
| Annual Membership Fee | \$20.00 |
| Method of computing the balance for purchases:
Two-cycle average daily balance method (including new purchases) | |
| Grace Period for repayment of purchase balances:
At least 20 days, but none for balance transfers, convenience checks, or overlimit advances, if applicable | |
| Minimum Monthly Payment:
Your minimum monthly payment will be 2.5% of your outstanding balance, with a minimum of \$10.00 | |

EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS FOR THE ABOVE CHANGES:

The changes summarized above will be effective January 9, 2003. The new terms will apply to current and future balances on your Account. You have the right to reject the new terms stated in this notice. If you wish to reject these terms, you must notify us in writing by December 23, 2002, that you wish to reject these terms. Please include your name, address, phone number, and e-mail address in your notice. If you do not reject these terms by December 23, 2002, you will be deemed to have accepted the new terms. If you wish to reject these terms, you may not make any change to your Account. You will, however, be entitled to pay off any existing outstanding balance on your Account under your current terms. Even if you send us the notice, if you use your card or Account on or after January 9, 2003, you will be deemed to have accepted the new terms and those terms will be applied to you as if you had not sent us any notice. If you send us the notice, please make accurate arrangements to pay any charges you have previously authorized to be made to this Account, such as recurring membership charge(s).

IMPORTANT ACCOUNT INFORMATION ENCLOSED

PSRST
First-Class Mail
U.S. Postage
PAID
Card Center

BANK ONE

P.O. Box 8650
Wilmington, DE 19899-8650

Sample A, Sample
1234 Main Street
Any Town, USA 00000

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If at any time you do not make payments for 2 consecutive months, the Daily Periodic Rate for all balances will change to an adjusted rate of 0.0739%, corresponding to any ANNUAL PERCENTAGE RATE of 26.99% (the "Adjusted Rate"). The Adjusted Rate will apply from the first day of the billing cycle following your second consecutive month payment delinquency. The Adjusted Rate will also apply to your ANNUAL PERCENTAGE RATE will also change.

During any period when a promotional APR ("Promotional Period") is in effect, if you do not pay at least the Minimum Monthly Payment by the Payment Due Date one time during each period, the Promotional Period and promotional APR will end and the applicable APR as described in the Table of Interest Charges will take effect.

3. OTHER INTEREST CHARGES:

A. The amount of the Annual Membership Fee disclosed in the Table of Interest Charges section will be charged to \$29.00.

4. PERIODIC FINANCE CHARGE CALCULATION: The following replaces the annual Periodic Rate calculation. The Cycle Average Daily Balance Method (including New Purchases) for New and Old Balances. Periodic Finance Charges separately for each finance such as Purchases, Overdraft Advances, Cash Advances, Balance Transfers, Convenience Checks or Promotional Advances. We figure the Periodic Finance CHARGES by applying the applicable Daily Periodic Rate shown in the Table of Interest Charges to each finance daily balance for each day of the current billing cycle. In addition, we add any new transactions or other debits to the daily balance for each day of the present billing cycle adjusted as described below.

To get the daily balance for each day of the current billing cycle, we take the beginning balance for each finance, add any new transactions or other debits (including fees and other charges), subtract any payments or credits, and make other adjustments. Transactions are added as of the date of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks are added as of the date accepted by the payee). All transactions are added to the daily balance on the first day of the billing cycle. We multiply the daily balance by the applicable Daily Periodic Rate, as stated in the Table of Interest Charges, to get your Periodic Finance CHARGES for that day. We then add these Periodic Finance CHARGES to your daily balance to get the beginning balance for the next day. For Purchases, we do the same thing for each day of the present cycle to get the daily balance of the previous billing cycle. However, the daily balance for previous billing cycles is the balance for the previous billing cycle plus the Periodic Finance CHARGES for that day. We then add these Periodic Finance CHARGES to your previous statement or you paid your "New Balance on your previous statement in full by the payment due date. To get your total Periodic Finance CHARGE for a billing cycle, we add all of the daily Periodic Finance CHARGES for all balances. If you multiply the

Average Daily Balance for each finance by the applicable Daily Periodic Rate and the number of days in the applicable billing cycle and add the results together, the total will equal the Periodic Finance CHARGES for the billing cycle, except for minor variations due to rounding. To determine an Average Daily Balance, we add your daily balance and divide by the number of the days in the applicable billing cycle.

If we have "open" periodic rate offers in effect from time to time, we will separately identify them on the front of your statement and separately define the balance to which the special rates or terms apply. These separate balances and the related Finance Charge will be calculated in the same manner as described above.

Grace Period: Periodic Finance CHARGES are added to your balance from the first of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that they are charged on Convenience Checks from the day the check is accepted by the payee). They continue to be added until the day the grace period ends. If you do not pay your bill by the end of the grace period, Finance CHARGES will be added to your balance. Convenience Checks: Convenience Checks, and Balance Transfers. If you have a Bank One checking account with Overdraft Protection, there is no grace period for Overdraft Advances.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance Finance CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance Finance CHARGE is stated in the Table of Interest Charges. If you use your Card to Account to do a Balance Transfer, you have money at a bank, or if you use a Convenience Check, we will charge a one-time Transaction Finance CHARGE for each such Balance Transfer, Purchase or check usage in the amount stated in the Table of Interest Charges. If applicable, Overdraft Advances will not be assessed a Transaction Finance CHARGE. The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic Finance CHARGES plus any Cash Advance Finance CHARGES and any Transaction Finance CHARGES.

This Agreement provided for daily compounding of Finance Charge (interest). The Periodic Finance CHARGES are subject to change as described in the Payment Section located immediately adjacent to this Agreement, and where included, Finance Charges for Late Fees and Non-Payment.

5. MINIMUM MONTHLY PAYMENT: The section entitled "Minimum Monthly Payment" is being replaced with the following: If the "New Balance shown on your monthly statement is less than \$10.00, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of (1) \$10.00, or (2) 1% of the New Balance (rounded up to the nearest whole dollar). If we so elect, any amount over your credit line at the time of billing, you may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

You have the right to a written statement of specific reasons why we changed the above terms of your Agreement. To obtain the statement, please contact Bank Card Services, P.O. Box 1877, Elgin, IL 60121-1877, within 60 days of your receipt of this Notice. We will send you a written statement of reasons within 30 days of receiving your request for the statement. If you write to us, please include your account number.

We obtained information from a consumer reporting agency as a part of our review of your Account. Its name, address and telephone number are shown below.

Equifax
P.O. Box 2002
Allen, TX 75013-2036
1-888-359-3742

The above consumer-reporting agency did not make the decision and cannot provide you the specific reasons for our action. You are entitled to a free copy of your consumer report from the above agency if you request it within 60 days of this notice. You have the right to dispute the accuracy or completeness of any item in your consumer report.

NOTICE: THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT), BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM A FEDERAL GOVERNMENT ASSISTANCE PROGRAM. THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT, THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS: OFFICE OF THE COMPTROLLER OF THE CURRENCY, CUSTOMER ASSISTANCE UNIT, 1301 MCKINNEY AVENUE, SUITE 3710, HOUSTON, TEXAS 77002.

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This notice informs you of changes to your Bank One Cardmember Agreement. Please keep it with your original Bank One Cardmember Agreement.

BANK ONE

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PRINT
First-Class Mail
U.S. Postage
PAID
Card Center

IMPORTANT ACCOUNT INFORMATION ENCLOSED

Sample A: Sample
1234 Main Street
Any Town, USA 00000

FIRST USA

P.O. Box 15298
Wilmington, DE 19850-5298

IMPORTANT NOTICE FOR FIRST USA CREDIT CARD CUSTOMERS ABOUT CHANGES TO YOUR
FIRST USA CARDMEMBER AGREEMENT— PLEASE READ AND RETAIN FOR YOUR RECORDS

RE: Your Account ending in: #####

Dear Cardmember:

As your credit card company, we value your business. It is important to us that we provide you with timely information regarding your credit card account.

Periodically, we may change various terms and conditions associated with your account. We state this information with you in the form of a Change in Terms disclosure. The Change in Terms disclosure (below) advises of upcoming changes that will be effective the first day of your billing cycle that includes June 1, 2004. We hope that you take the time to review this information carefully. Please keep this notice with your Cardmember Agreement for future reference.

Thank you for the opportunity to serve your credit needs. We look forward to serving those needs in the future.

SUMMARY OF CHANGES

The changes to your Cardmember Agreement will take effect on the first day of your billing cycle that includes June 1, 2004. We have summarized below some of these changes. For complete details about all changes, please read the entire Amendment.

RATE CHANGES

Annual Percentage Rate(s):

Purchase Rate: The prime rate plus 20.99%, with a minimum of 24.99% (24.99% as of 3/3/04)

Cash Advance Rate: The prime rate plus 20.99%, with a minimum of 24.99% (24.99% as of 3/3/04)

EFFECTIVE DATE/ON-ACCEPTANCE INSTRUCTIONS FOR THE ABOVE CHANGES:

The changes summarized above will be effective the first day of your billing cycle that includes June 1, 2004. The new terms will apply to current and future balances on your Account. You have the right to reject the new terms stated in this notice. If you wish to reject these terms and close your account, you must notify us in writing by May 28, 2004, then you will not be required to pay any amounts due on your Account. You must also notify us of your rejection by mail to:

First USA Credit Card Company, Attention: Cardmember Service, P.O. Box 15098, Wilmington, DE 19850-5098. If you give us

notice that you wish to reject these terms, you may pay off any outstanding balance on your Account under your current terms. Even if you send us the notice,

if you use your card or Account on or after June 1, 2004, you will be deemed to have accepted the new terms and the new terms will be applied to you as if you had

accepted them. If you do not wish to accept the new terms, you must make other arrangements to pay any charges you have previously authorized to be made in this

account, such as recurring membership charges.)

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AMENDMENTS TO THE CARDMEMBER AGREEMENT:
In order to implement the above-described change in terms, the following changes, as applicable, will be made to your Cardmember Agreement:

1. TABLE OF INTEREST CHARGES:

ANNUAL PERCENTAGE RATE: The following table sets forth the determination of the Annual Percentage Rate calculation in the "Table of Interest Charges."

The Daily Periodic Rate we use to determine your Periodic Finance Charge for Purchase balances is a variable rate. The Daily Periodic Rate we use to determine your Periodic Finance Charge for Cash Advances balance is a variable rate. They are called "Standard Rates." They vary depending on movement in the prime rate, and as such can increase or decrease from time to time. We will publish the Standard Rates in the "Table of Interest Charges" of the monthly *The Well-Save Journal* or on the immediately preceding Determination Date. The "Determination Date" is the 22nd day of the month

for the next business day after that it falls on a weekend or holiday. We will add to that prime rate 20.99% for your Purchase balance and 20.99% for your Cash Advance balance and multiply the sum by 1.86 to give us your respective Daily Periodic Rates. If more than one prime rate appears in *The Well-Save Journal* on the Determination Date, we will pick the highest. If *The Well-Save Journal* does not publish prime rates, we will select a comparable index and add your applicable Periodic Rate to that index to determine the Daily Periodic Rate. If the Daily Periodic Rate for Purchase balances and Cash Advance balances is not the first day of your billing cycle, this ends in the month in which we do the calculation. If the Daily Periodic Rate increases, you will have to pay a higher Periodic Finance Charge and may have to pay a higher minimum payment. The Annual Percentage Rate for each balance shall be the Daily Periodic Rate times 365. It will never be less than 20.99% for Purchase balances and 20.99% for Cash Advance balances. The corresponding Daily Periodic Rate will not be less than 0.000575 for Purchase balances and 0.000575 for Cash Advance balances.

On March 5, 2004, the prime rate was 4.00%. Using that prime rate as an example, your Daily Periodic Rate for Purchase balances would equal 0.000575 and the Annual Percentage Rate would equal 21.00%. And your Daily Periodic Rate for Cash Advance balances would equal 0.000575 and the Annual Percentage Rate would equal 21.00%.

This change to your Purchase and Cash Advance ANNUAL PERCENTAGE RATES is currently applicable to your Account. If you are making any payments on your Account, they will be applied to the new rate, except if they are made on or before the date of this change. If you are making any payments on your Account, they will be applied to the new rate, except if they are made on or before the date of this change.

You have the right to a written statement of specific reasons why we changed the above terms of your Agreement. To obtain the statement, please contact Cardmember Service, P.O. Box 15296, Wilmington, DE 19856-5296, within 60 days of your receipt of this Notice. We will send you a written statement of reasons within 30 days of receiving your request for the statement. If you write to us, please include your account number.

We obtained information from a consumer reporting agency as a part of our review of your Account. Its name, address, and telephone number are shown below.

Equifax
P.O. Box 2002
Atlanta, TX 39014-0002
1-888-377-3742

The above consumer reporting agency did not make the decision and cannot provide you the specific reasons for our action. You are entitled to a free copy of your consumer report from the above agency if you request it within 60 days of this notice. You have the right to dispute the accuracy or completeness of any item in your consumer report.

NOTICE: THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARRIAGE STATUS, SEXUAL ORIENTATION, HANDICAP, PAST OR PRESENT OR SUSPECTED SOURCE OF INCOME, OR ANY OTHER CHARACTERISTIC PROTECTED BY FEDERAL, STATE, OR LOCAL LAW. THE CREDIT ACT DOES NOT PROHIBIT CREDITORS FROM DISCRIMINATING ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITORS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITORS IS OFFICE OF THE COMPTROLLER OF THE CURRENCY, CUSTOMER ASSISTANCE GROUP, 191 MCKINNEY STREET, SUITE 1400, HOUSTON, TEXAS 77002-9900.

This notice informs you of changes to your First USA Cardmember Agreement. Please keep it with your original First USA Cardmember Agreement.

FIRST USA

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